

Fill in this information to identify the case:

Debtor 1 Pacific Gas & Electric Company

Debtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of California

Case number 19-30089

## Official Form 410

# Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

### Part 1: Identify the Claim

1. Who is the current creditor?	<u>Joiner Limited Partnership</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>Joiner Limited Partnership c/o DNLC</u> Name <u>1830 15th Street, 2nd Floor</u> Number Street <u>Sacramento</u> <u>CA</u> <u>95811</u> City State ZIP Code Contact phone <u>916-443-2051</u> Contact email <u>rcunningham@dnlc.net</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ Unknown Does this amount include interest or other charges?  
SEE ATTACHMENT ☐ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
SEE ATTACHMENT

9. Is all or part of the claim secured? ☐ No  
☐ Yes. The claim is secured by a lien on property. SEE ATTACHMENT
- Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_
- Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_
- Annual Interest Rate (when case was filed)** \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/21/2019  
MM / DD / YYYY

/s/ J. RUSSELL CUNNINGHAM

Signature

Print the name of the person who is completing and signing this claim:

Name J. RUSSELL CUNNINGHAM  
First name Middle name Last name

Title ATTORNEY AT LAW

Company DESMOND, NOLAN, LIVAICH & CUNNINGHAM  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1830 15TH STREET, 2ND FLOOR

Number Street

SACRAMENTO CA 95811

City State ZIP Code

Contact phone 916-443-2051 Email \_\_\_\_\_

### Attachment 1

Joiner Limited Partnership (“Joiner”) is the fee title owner of real property located in Placer County, California, identified by Assessor’s Parcel Number 021-310-097.

Joiner’s claim is for just compensation pursuant to the Takings clause of the Fifth Amendment to the United States Constitution and Article I, section 19 of the California Constitution, in an amount to be determined in accordance with the provisions thereof, and in conjunction with provisions of the Eminent Domain Law (Title 7 of Part 3 of the California Code of Civil Procedure, CCP 1230.010, et seq.).

The Debtor filed a Complaint in Eminent Domain on October 17, 2017 (Placer County Case No. SCV 0040156), and a First Amended Complaint on January 31, 2018, seeking certain permanent and temporary rights described therein. A copy of the Second Amended Complaint is supplied herewith as Attachment 2.

The Debtor obtained the right to enter upon and take possession and use of these property rights and to fully possess and use said property rights effective February 9, 2018, pursuant to Court Order entered on January 31, 2018. A copy of the Court Order is supplied herewith as Attachment 3.

For purposes of early possession, a court’s “determination of the plaintiff’s right to take the property by eminent domain is preliminary only.” Legislative Committee Comments—Assembly, 1975 Addition, to CCP § 1255.410. “The granting of an order for possession does not prejudice the defendant’s right to . . . contest the taking.” *Id.* And a final order of condemnation, which would effect a transfer of formal title to the rights sought to be permanently acquired, will be made only upon payment of just compensation, once the right to take has been determined. See CCP § 1268.030. Moreover, absent payment of just compensation, the right of possession is subject to revocation. Therefore, Joiner’s claim is secured by its retained fee interest and right to recover possession in the event that the Debtor fails to establish the right to take or to pay just compensation in full.

Attachment 2

**FILED**  
Superior Court of California  
County of Placer

**JAN 31 2018**

Jake Chatters  
Executive Officer & Clerk  
By: O. Lucatuorto, Deputy

STEPHEN L. SCHIRLE (State Bar No. 96085)  
CESAR V. ALEGRIA, JR. (State Bar No. 145625)  
**PACIFIC GAS AND ELECTRIC COMPANY**  
77 Beale Street, B30A  
San Francisco, CA 94105  
Telephone: (415) 973-0360

Please Direct All Correspondence To:

CHRISTOPHER J. GONZALEZ (State Bar No. 227804)  
**CJG LEGAL**  
200 Pringle Ave, Suite 400  
Walnut Creek, CA 94596  
Telephone: (925) 464-2121  
[chris@cjglegal.com](mailto:chris@cjglegal.com)

Attorneys for Plaintiff  
**PACIFIC GAS AND ELECTRIC COMPANY**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF PLACER**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

Plaintiff,

v.

**JOINER LIMITED PARTNERSHIP; and  
DOES 1 through 50 inclusive,**

Defendants.

Case No. SCV 0040156

**FIRST AMENDED COMPLAINT IN  
EMINENT DOMAIN**

**JURY TRIAL DEMANDED**

APN: 021-310-097

Plaintiff **PACIFIC GAS AND ELECTRIC COMPANY** (hereinafter referred to as  
"PG&E") alleges as follows:

1. PG&E is a public utility corporation, duly organized and existing under and by  
virtue of the laws of the State of California, with its principal place of business in the City and  
County of San Francisco.

2. The names and capacities of the known defendants and their possible interests in  
the property at issue (described in Paragraph 4) are set forth below for the convenience of the  
Court. These data are based on information and belief, and are not allegations by which PG&E  
intends to be bound.

## Attachment 2

### Defendant

### Apparent Property Interest

Joiner Limited Partnership,  
a California limited partnership

Fee ownership interest.

3. PG&E does not know the true names or capacities of defendants sued herein as DOES 1 through 50, inclusive, nor the interests which they claim in the property, if any. PG&E will, upon ascertaining their true names, substitute the true names for such fictitious names by amendment to this Complaint.

4. Defendants, and each of them, claim some right, title or interest in a parcel of vacant/unimproved real property situated in Placer County, California, located on the southwest corner of Nicolaus Road and Joiner Parkway, and more particularly described as follows:

PARCEL 4 OF PARCEL MAP NO. 2000-75 FILED IN JUNE 20, 2000 IN MAP BOOK 30 OF PARCEL MAPS, AT PAGE 22, IN THE OFFICE OF THE PLACER COUNTY RECORDS.

EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY RECORDED MAY 13, 2009, INSTRUMENT NO. 40004, PLACER COUNTY RECORDS.

(Placer County Assessor's Parcel Number 021-310-097, and hereafter the "Property.")

### **BACKGROUND**

5. PG&E constantly strives to improve and enhance the safety its operations, as well as to improve and protect the reliability of utility service. With its natural gas transmission pipelines, one such safety feature is the installation of remotely controllable and automated valves. These automated valves enhance electronic monitoring of the natural gas transmission system to identify operational issues, and to prevent pipeline ruptures. Should a rupture occur, automated valves allow PG&E to quickly locate, isolate, and minimize damage.

6. Natural gas pipeline safety regulations use the concept of High Consequence Areas ("HCAs"), to identify specific locales and areas where a pipeline rupture/release could have the most significant consequences. An equation has been developed based on research and experience that estimates the distance from an adverse event at which personal injury or

## Attachment 2

1 significant property damage could occur. This distance is known as the potential impact radius (or  
2 "PIR"). Natural gas transmission operators, like PG&E, must calculate the PIR for all points  
3 along their pipelines and evaluate corresponding impact circles to identify what population is  
4 contained within each circle.

5 7. Locations for valve automation are selected after an internal review that  
6 evaluates a number of factors, including the HCA classification, and the PIR should a rupture  
7 occur.

8 8. Here, PG&E has identified natural gas transmission pipe line L-123 for remote  
9 actuation and valve automation. L-123 is already physically present on the Property pursuant to  
10 existing PG&E easements. Based on the alignment of these lines and the topography of the site,  
11 the Property is the ideal location for these facilities.

12 9. Additionally, PG&E's Transmission Integrity Management Plan ("TIMP") is  
13 dedicated to making its natural gas transmission lines "piggable" which means to allow the  
14 passage of In-Line Inspection ("ILI") tools. This will allow PG&E to assess the integrity of its  
15 natural gas transmission pipelines by running a tool inside of the pipeline that can detect damage  
16 or corrosion.

17 10. PG&E, in addition to holding a fee interest to land that was formerly part of the  
18 Property, owns a series of existing easements on the Property for its electrical and natural gas  
19 transmission facilities, however, they do not presently provide the necessary rights or sufficient  
20 area needed for the installation of the new facilities, nor do they accommodate the space needs for  
21 the ILI tools, modern facilities and equipment, or pipeline repair or maintenance. In determining  
22 property needs, PG&E considers factors such as the diameter of the pipe or the gas transmission  
23 facilities at issue, construction equipment working space requirements, and construction working  
24 space for the pipe trench and spoil pile.

25 11. Here, due to the anticipated scope of construction and the installation of the new  
26 valve station and ILI facilities, PG&E has determined that it is necessary to acquire additional  
27 easement rights on the Property.  
28



## Attachment 2

### PROJECT DETAILS

12. PG&E is undertaking a project entitled V-252 L-123 MP 13.57 Lincoln Junction (the "Project"). PG&E's present intended scope of work includes the installation of automatic shut-off valves, and remote operated valves, including associated facilities. Specifically, PG&E seeks the following rights:

#### PERMANENT RIGHTS

An exclusive easement and right of way to excavate for, install, construct, replace (of the initial or any other size), remove, maintain and use aboveground and underground facilities, consisting of but not limited to, pipes with necessary and proper valves with aboveground gearing, together with such other appliances, fittings, devices, equipment, associated supports, concrete pedestals and pads, and fixtures, necessary to any and all thereof, as PG&E deems necessary for the purpose of launching and/or receiving internal pipe line devices used to inspect, maintain and monitor PG&E's natural gas pipe line system, and for metering, regulating and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence, the hereinafter described "Meter Lot" lying within Defendant's lands which are situate in the County of Placer, State of California, and described and designated Lands in EXHIBIT A attached hereto and part hereof:

The aforesaid Meter Lot is described as follows:

PARCEL 1 described in EXHIBIT A and depicted on EXHIBIT B-1 attached hereto and made a part hereof.

The right at any time, and from time to time, to excavate for, construct, install, repair, reconstruct, replace (of the initial or any other size), remove, maintain and use facilities for the transmission and distribution of electric energy and for communication purposes, consisting of one or more lines of underground wires and cables, conduits, pipes, manholes, service boxes and electrical conductors, together with all necessary appliances and fixtures for use in connection therewith, over under and across PARCEL 2 described in EXHIBIT A and depicted on EXHIBIT B-2 attached hereto and made a part hereof.

A non-exclusive easement and right to use as a staging area for construction equipment, as PG&E may from time to time deem necessary, for the purposes of effectuating the launching and receiving of pipe line in line inspection devices, within said PARCEL 3 (the "Pipe Line In Line Inspection Equipment (ILI) Staging Area") described in EXHIBIT A and depicted on EXHIBIT B-3 attached hereto and made a part hereof.



## Attachment 2

1 A right of way for ingress to and egress from said Meter Lot across the  
2 parcels of land described as follows:

3 PARCEL 4 AND PARCEL 5 described in EXHIBIT A and depicted on  
4 EXHIBIT B-4 and EXHIBIT B-5 attached hereto and made a part hereof.

5 The right, from time to time, to trim or to cut down any and all trees and  
6 brush now or hereafter within said easement area, and shall have the further  
7 right, from time to time, to trim and cut down trees and brush along each  
8 side of said PARCEL 1 (Meter Lot), PARCEL 2 and PARCEL 3 which now  
9 or hereafter in the opinion of PG&E may interfere with or be a hazard to the  
10 facilities installed hereunder, or as PG&E deems necessary to comply with  
11 applicable state or federal regulations.

12 Defendant shall not erect or construct any building or other structure, or drill  
13 or operate any well, or construct any reservoir or other obstruction on said  
14 PARCEL 1 (Meter Lot), PARCEL 2 and PARCEL 3.

15 PG&E agrees to indemnify Defendant against any loss and damage which  
16 shall be caused by any wrongful or negligent act or omission of PG&E or of  
17 its agents or employees in the course of their employment, provided,  
18 however, that this indemnity shall not extend to that portion of such loss or  
19 damage that shall have been caused by Defendant's comparative negligence  
20 or willful misconduct.

21 Because PG&E's easement over PARCEL 1 (Meter Lot) is exclusive,  
22 Defendant shall not grant any easement or easements on, under or over said  
23 PARCEL 1 (Meter Lot) without the written consent of PG&E.

24 The provisions hereof shall inure to the benefit of and bind the successors  
25 and assigns of the respective parties hereto.

### TEMPORARY RIGHTS

26 The temporary right to use for working, laydown and staging areas, including the right to  
27 locate construction trailers and construction equipment thereon, and the temporary right to  
28 enclose with a fence, the area depicted on the map attached hereto as EXHIBIT C, and  
more particularly described on EXHIBIT C-1. These temporary rights shall expire on  
December 9, 2018, or when PG&E completes construction of the Project, whichever is  
sooner.

13. Because PG&E already has existing facilities on and/or adjacent the Property,  
this location is ideal for the Project.

**Attachment 2**

1           14.       PG&E has authority to exercise the power of eminent domain under Public  
2 Utilities Code sections 612 and 613, and Code of Civil Procedure sections 1230.010, et seq., and  
3 1240.120. Exercise of this power is proper in this case.

4           15.       The rights/property sought to be condemned for the Project are necessary for the  
5 project and the public good. The Project is planned and located in a manner that is the most  
6 compatible with the greatest public good and with the least private injury. PG&E has made the  
7 offer required by Government Code section 7267.2 to the owners of the Property. PG&E has also  
8 deposited with the State Condemnation Deposit Fund probable just compensation for the  
9 easement rights being acquired.

10          16.       WHEREFORE, PG&E prays that the permanent and temporary property interests  
11 and obligations as herein described, and as depicted on EXHIBIT A, EXHIBITS B-1 through B-  
12 5, and EXHIBITS C through C-1, be condemned for the use of PG&E, that just compensation due  
13 to the Defendants for the taking of this property be ascertained, that any liens and encumbrances  
14 against said property be deducted from the judgment, and that PG&E have such other and further  
15 relief as the Court may deem necessary and proper.

16  
17 Dated: January \_\_, 2018

**CJG LEGAL**

18  
19 By:

20 \_\_\_\_\_  
21 CHRISTOPHER J. GONZALEZ  
22 Attorneys for Plaintiff  
23 PACIFIC GAS AND ELECTRIC  
24 COMPANY  
25  
26  
27  
28

**Attachment 2**

**EXHIBIT A**

## Attachment 2

LD 2112-06- 0452

### **“EXHIBIT A”**

#### **LANDS**

PARCEL 4 as shown upon Parcel Map No. 2000-75, filed for record on June 20, 2000 in Book 30 of Parcel Maps at page 22, Placer County Records.

#### **PARCEL 1 (Meter Lot)**

A portion of said lands, lying in the County of Placer, State of California, more particularly described as follows:

**Commencing** at the northwest corner of said PARCEL 4, as shown on that certain Parcel Map No. 2000-75, filed for record June 20, 2000 in Book 30 of Parcel Maps at page 22, Placer County Records and running thence along the northerly boundary line of said PARCEL 4

(a) North 89°17'25" East, 145.14 feet

to the northwest corner of the parcel of land described in the deed from Charles Jessie Joiner to Pacific Gas and Electric Company dated April 29, 2009 and filed for record as Document No. 2009-0040004, Placer County Records; thence leaving said northerly boundary line

(b) South 00°30'42" East, 39.30 feet along the westerly boundary line of the parcel of land described in said deed dated April 29, 2009 to the **Point of Beginning**; thence

(1) South 00°30'42" East, 60.67 feet; thence

(2) North 89°17'25" East, 80.41 feet

to a point hereinafter for convenience called Point "A"; thence

(3) North 89°17'25" East, 2.00 feet; thence

(4) North 00°42'35" West, 60.66 feet; thence

(5) South 89°17'25" West, 2.00 feet

to the southeast corner of the parcel of land described in said deed dated April 29, 2009; thence along said southerly boundary line of said parcel of land

(6) South 89°17'25" West, 80.20 feet, more or less,  
to the **Point of Beginning**.

Containing 4,993 square feet of land.

#### **PARCEL 2**

A portion of said lands, lying in the County of Placer, State of California, more particularly described as follows:

**Commencing** at said Point "A" and running

(a) North 89°17'25" East, 2.00 feet to the **Point of Beginning**; thence

(1) North 00°42'35" West, 60.66 feet; thence

(2) South 89°17'25" West, 2.00 feet;

to the southeast corner of the parcel of land described in said deed dated April 29, 2009; thence along the easterly boundary line of said parcel of land

(3) North 00°42'35" West, 34.30 feet, to the northerly boundary line of said lands; thence along said northerly boundary line

## Attachment 2

(4) North 89°17'25" East, 10.00 feet; thence leaving said northerly boundary line  
(5) South 00°42'35" East, 94.96 feet; thence  
(6) South 89°17'25" West, 8.00 feet; more or less,  
to the **Point of Beginning**.

Containing 828 square feet of land.

### **PARCEL 3**

A portion of said lands, lying in the County of Placer, State of California, more particularly described as follows:

**Beginning** at said Point "A" and running  
(1) South 00°42'35" East, 89.30 feet; thence  
(2) South 89°17'25" West, 80.72 feet; thence  
(3) North 00°30'42" West, 89.30 feet; thence  
(4) North 89°17'25" East, 80.41 feet, more or less,  
to the **Point of Beginning**.

Containing 7,194 square feet of land.

### **PARCEL 4**

A portion of said lands, lying in the County of Placer, State of California, more particularly described as follows:

**Beginning** at said Point "A" and running  
(1) North 89°17'25" East, 2.00 feet; thence  
(2) North 00°42'35" West, 60.66 feet; thence  
(3) South 89°17'25" West, 2.00 feet;  
to the southeast corner of the parcel of land described in said deed dated April 29, 2009; thence along the  
easterly boundary line of said parcel of land  
(4) North 00°42'35" West, 34.30 feet,  
to the northerly boundary line of said lands; thence along said northerly boundary line  
(5) North 89°17'25" East, 49.84 feet  
to the northwest corner of said lands, also being the westerly boundary line of Joiner Parkway (125'  
wide); thence along said westerly boundary line  
(6) South 00°30'31" East, 169.83 feet; thence leaving said westerly boundary line  
(7) South 89°17'25" West, 49.24 feet; thence  
(8) North 00°42'35" West, 29.87 feet; thence  
(9) South 89°17'25" West, 80.57 feet; thence  
(10) North 00°42'35" West, 45.00 feet; thence  
(11) North 89°17'25" East, 80.41 feet, more or less,  
to the **Point of Beginning**.

Containing 11,914 square feet of land.

**Attachment 2**

**PARCEL 5**

A portion of said lands, lying in the County of Placer, State of California, more particularly described as follows:

**Commencing** at the northwest corner of said PARCEL 4, as shown on that certain Parcel Map No. 2000-75, filed for record June 20, 2000 in Book 30 of Parcel Maps at page 22, Placer County Records and running thence along the northerly boundary line of said PARCEL 4

(a) North 89°17'25" East, 85.94 feet  
to the **Point of Beginning**; thence continuing

(1) North 89°17'25" East, 59.19 feet  
to the northwest corner of the parcel of land described in the deed from Charles Jessie Joiner to Pacific Gas and Electric Company dated April 29, 2009 and filed for record as Document No. 2009-0040004, Placer County Records; thence

(2) South 00°30'42" East, 99.97 feet; thence

(3) South 89°28'35" West, 10.10 feet; thence northwesterly on a curve to the right with a radius of 49.00 feet, through a central angle of 89°48'09" and tangent at the southerly terminus hereof to South 89°28'35" West, with an arc distance of 76.80 feet; thence

(4) North 00°42'35" West, 50.94 feet, more or less,  
to the **Point of Beginning**.

Containing 5,386 square feet of land.

The bearings used in the foregoing description are based on a survey made by the Grantee in March, 2017 and are based on the California Coordinate System (CCS83) Zone 2 and on global positioning system (GPS) observations.

Prepared by:  
Pacific Gas & Electric Company

*Timothy Kelly 5/24/2017*

APPROVED AS TO DESCRIPTION  
TIMOTHY KELLY, PLS 7089



Attachment 2

**EXHIBIT B-1**



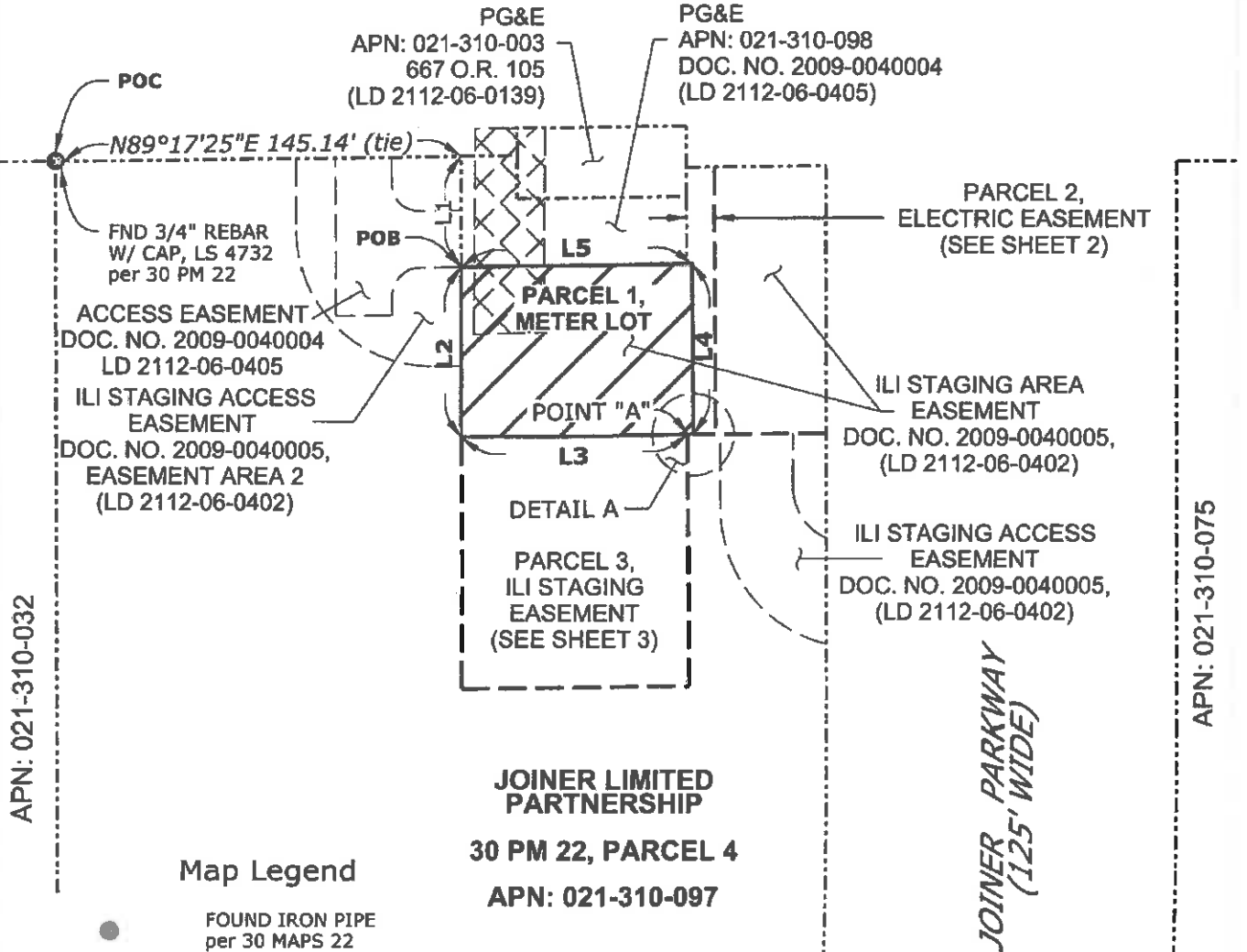
# Attachment 2

## Line Table

L1	S00°30'42"E	39.30' (tie)
L2	S00°30'42"E	60.67'
L3	N89°17'25"E	80.41'
L4	N00°42'35"W	60.66'
L5	S89°17'25"W	82.20'

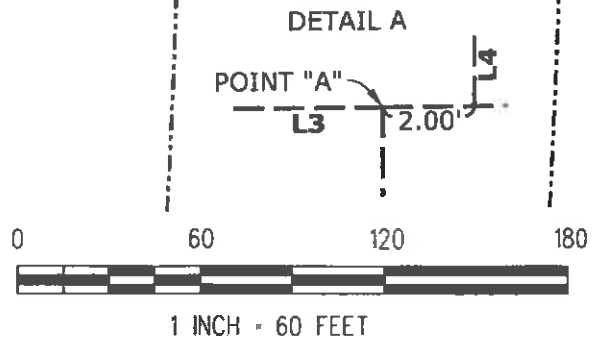


**NICOLAUS ROAD**  
(WIDTH VARIES)



## Map Legend

- FOUND IRON PIPE  
per 30 MAPS 22
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- LAND PARCEL LINE
- - - EXISTING EASEMENT LINE (AS NOTED)
- - - PROPOSED EASEMENT  
(BEING ACQUIRED CONCURRENTLY)
- ▨ VALVE PIT EASEMENT per 601 O.R. 251  
(LD 2112-06-0127)
- ▨ EXCLUSIVE EASEMENT  
(PARCEL 1)



**LD 2112-06-0452**  
AUTHORIZATION  
31137395

BY D. MACHADO  
DR D. MACHADO  
CH T. KELLY  
O.K. T. KELLY  
DATE 05/18/2017

**"EXHIBIT B-1"**  
METER LOT

LANDS OF JOINER LIMITED  
PARTNERSHIP

APN: 021-310-097

PACIFIC GAS AND ELECTRIC COMPANY



JCN	N/A
AREA	6
COUNTY	PLACER
SCALE	LINCOLN
SHEET NO.	1 OF 5
DRAWING NUMBER	1-10052
CHANGE	

Attachment 2

**EXHIBIT B-2**

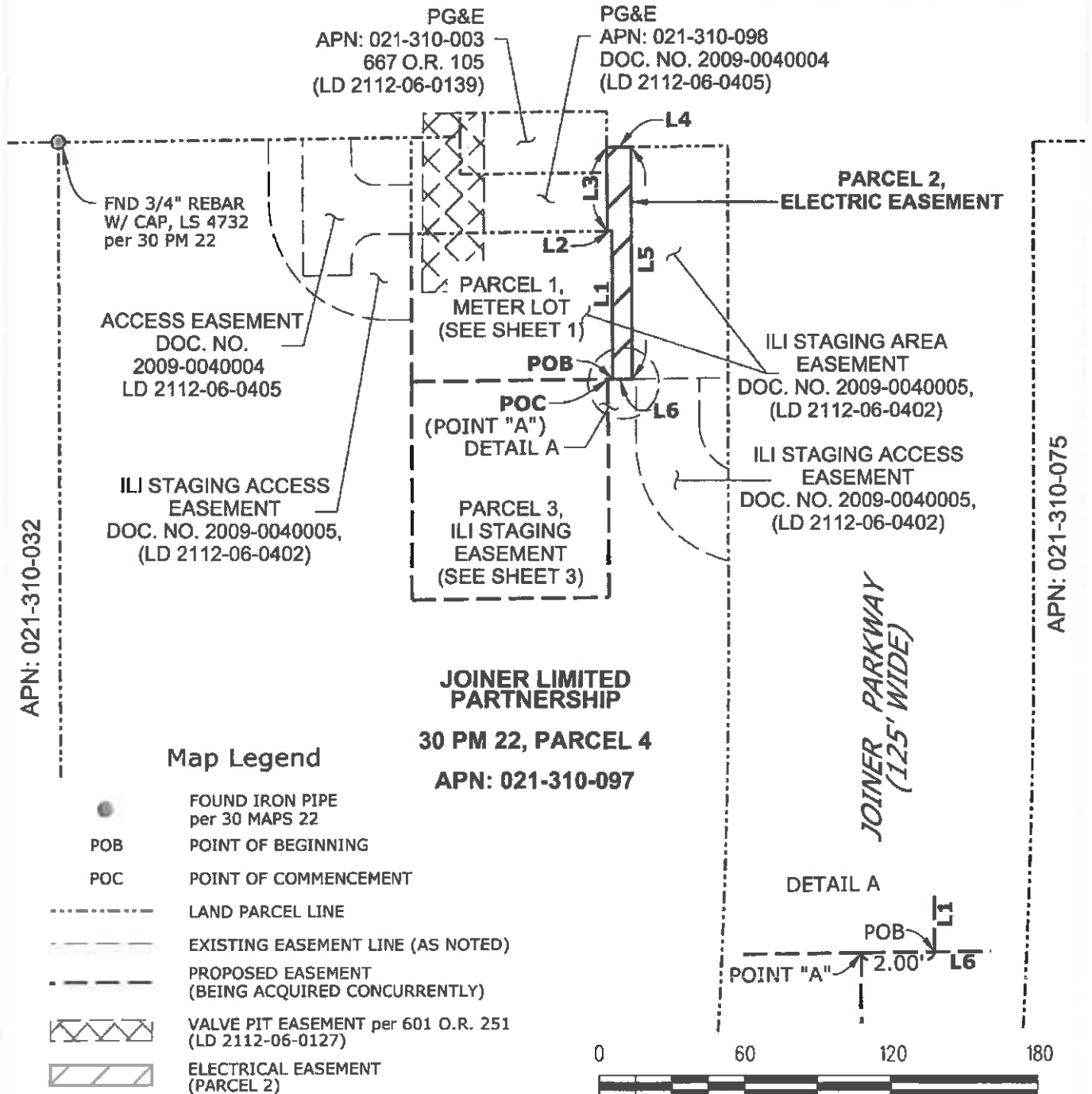
# Attachment 2

# Line Table

L1	N00°42'35"W	60.66'
L2	S89°17'25"W	2.00'
L3	N00°42'35"W	34.30'
L4	N89°17'25"E	10.00'
L5	S00°42'35"E	94.96'
L6	S89°17'25"W	8.00'



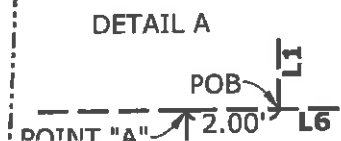
**NICOLAUS ROAD**  
(WIDTH VARIES)



## Map Legend

	FOUND IRON PIPE per 30 MAPS 22
	POB POINT OF BEGINNING
	POC POINT OF COMMENCEMENT
	LAND PARCEL LINE
	EXISTING EASEMENT LINE (AS NOTED)
	PROPOSED EASEMENT (BEING ACQUIRED CONCURRENTLY)
	VALVE PIT EASEMENT per 601 O.R. 251 (LD 2112-06-0127)
	ELECTRICAL EASEMENT (PARCEL 2)

**JOINER LIMITED  
PARTNERSHIP**  
**30 PM 22, PARCEL 4**  
**APN: 021-310-097**



0 60 120 180

1 INCH = 60 FEET

**LD 2112-06-0452**  
**AUTHORIZATION**  
**31137395**

BY D. MACHADO  
DR D. MACHADO  
CH T. KELLY  
O.K. T. KELLY  
DATE 05/18/2017

**"EXHIBIT B-2"**  
**ELECTRIC EASEMENT**  
**LANDS OF JOINER LIMITED**  
**PARTNERSHIP**  
**APN: 021-310-097**

**PACIFIC GAS AND ELECTRIC COMPANY**



JCN	N/A
AREA	5
COUNTY	PLACER
CITY	LINCOLN
SHEET NO.	2 OF 5
DRAWING NUMBER	1-10052
CHANGE	

Attachment 2

**EXHIBIT B-3**

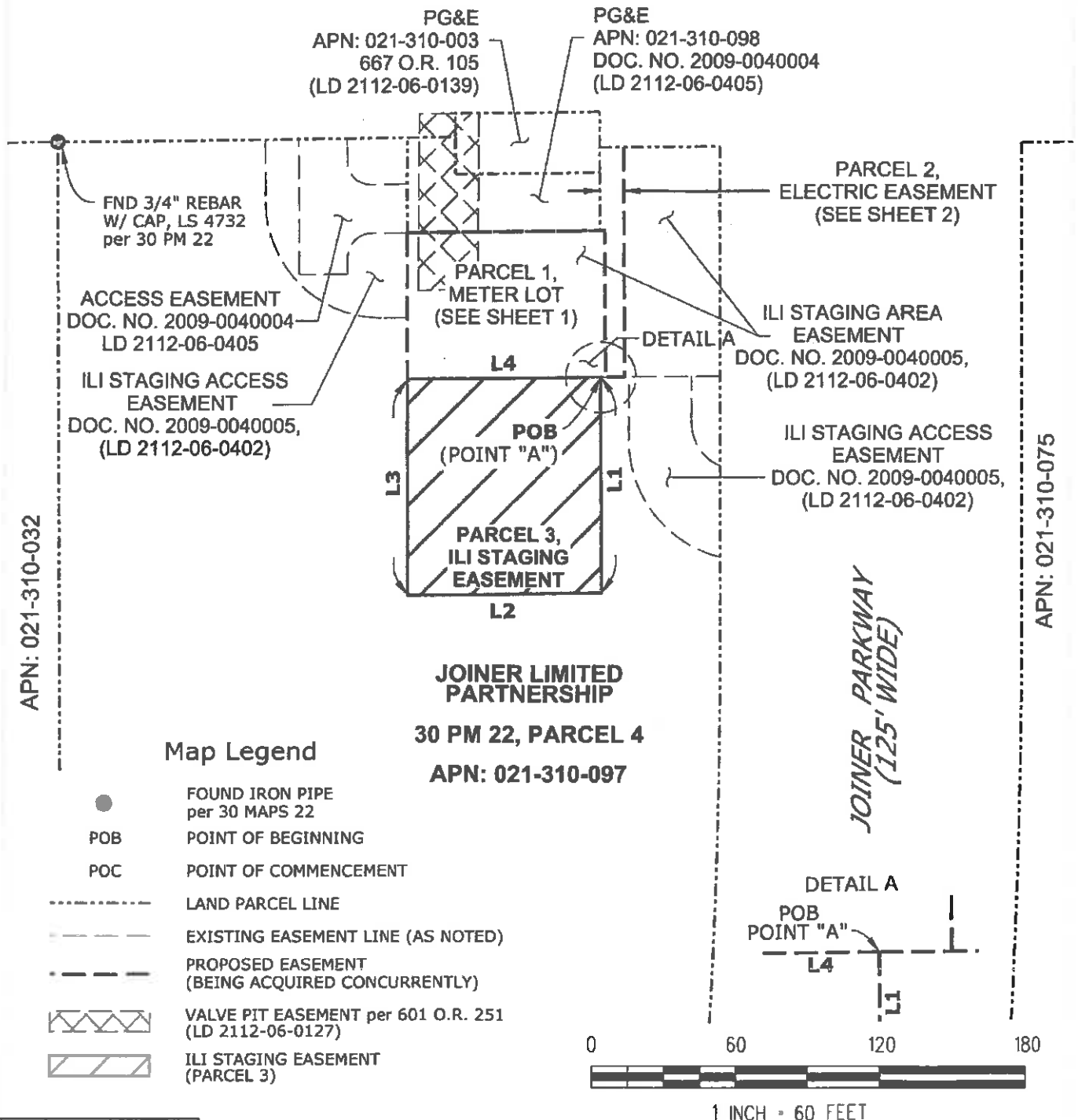
# Attachment 2



**NICOLAUS ROAD**  
(WIDTH VARIES)

## Line Table

L1	S00°42'35"E	89.30'
L2	S89°17'25"W	80.72'
L3	N00°30'42"W	89.30'
L4	N89°17'25"E	80.41'



APN: 021-310-032

APN: 021-310-075

**JOINER PARKWAY**  
(125' WIDE)

**JOINER LIMITED PARTNERSHIP**  
30 PM 22, PARCEL 4  
APN: 021-310-097

**LD 2112-06-0452**  
AUTHORIZATION  
31137395

BY D. MACHADO  
DR D. MACHADO  
CH T. KELLY  
O.K. T. KELLY  
DATE 05/18/2017

**"EXHIBIT B-3"**  
ILI STAGING EASEMENT  
LANDS OF JOINER LIMITED PARTNERSHIP  
APN: 021-310-097

PACIFIC GAS AND ELECTRIC COMPANY



JCN	N/A
AREA	6
COUNTY	PLACER
SCALE	LINCOLN
SHEET NO.	3 OF 5
DRAWING NUMBER	1-10052
CHANGE	

Attachment 2

**EXHIBIT B-4**

# Attachment 2

## Line Table

L1	N89°17'25"E	2.00'
L2	N00°42'35"W	60.66'
L3	S89°17'25"W	2.00'
L4	N00°42'35"W	34.30'
L5	N89°17'25"E	49.84'
L6	S89°17'25"W	49.24'
L7	N00°42'35"W	29.87'
L8	S89°17'25"W	80.57'
L9	N00°30'42"W	45.00'
L10	N89°17'25"E	80.41'



**NICOLAUS ROAD  
(WIDTH VARIES)**

PG&E  
APN: 021-310-098  
DOC. NO.  
2009-0040004  
(LD 2112-06-0405)

ILI STAGING ACCESS  
EASEMENT  
DOC. NO. 2009-0040005,  
(LD 2112-06-0402)

PG&E  
APN: 021-310-003  
667 O.R. 105  
(LD 2112-06-0139)

FND 3/4" REBAR  
W/ CAP, LS 4732  
per 30 PM 22

ACCESS EASEMENT  
DOC. NO. 2009-0040004  
LD 2112-06-0405

PARCEL 1,  
METER LOT  
(SEE SHEET 1)

PARCEL 4,  
ACCESS EASEMENT

PARCEL 3,  
STAGING EASEMENT  
(SEE SHEET 3)

DETAIL A

POB  
(POINT "A")

**JOINER LIMITED  
PARTNERSHIP**

**30 PM 22, PARCEL 4**

**APN: 021-310-097**

PARCEL 2,  
ELECTRIC EASEMENT  
(SEE SHEET 2)

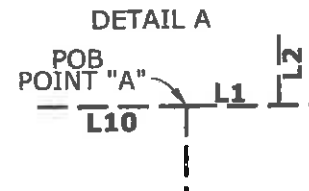
**JOINER PARKWAY  
(125' WIDE)**

ILI STAGING ACCESS  
EASEMENT  
DOC. NO. 2009-0040005,  
(LD 2112-06-0402)

APN: 021-310-075

## Map Legend

- FOUND IRON PIPE  
per 30 MAPS 22
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- LAND PARCEL LINE
- - - EXISTING EASEMENT LINE (AS NOTED)
- - - PROPOSED EASEMENT  
(BEING ACQUIRED CONCURRENTLY)
- XXXX VALVE PIT EASEMENT per 601 O.R. 251  
(LD 2112-06-0127)
- ACCESS "A" EASEMENT  
(PARCEL 4)



0 60 120 180

1 INCH = 60 FEET

**LD 2112-06-0452**  
**AUTHORIZATION**  
**31137395**

BY D. MACHADO  
DR D. MACHADO  
CH T. KELLY  
O.K. T. KELLY  
DATE 05/16/2017

**"EXHIBIT B-4"**  
**ACCESS EASEMENT**  
**LANDS OF JOINER LIMITED**  
**PARTNERSHIP**  
**APN: 021-310-097**

**PACIFIC GAS AND ELECTRIC COMPANY**



JCN	N/A
AREA	6
COUNTY	PLACER
SCALE	LINCOLN
SHEET NO.	4 OF 5
DRAWING NUMBER	1-10052
CHANGE	



Attachment 2

**EXHIBIT B-5**

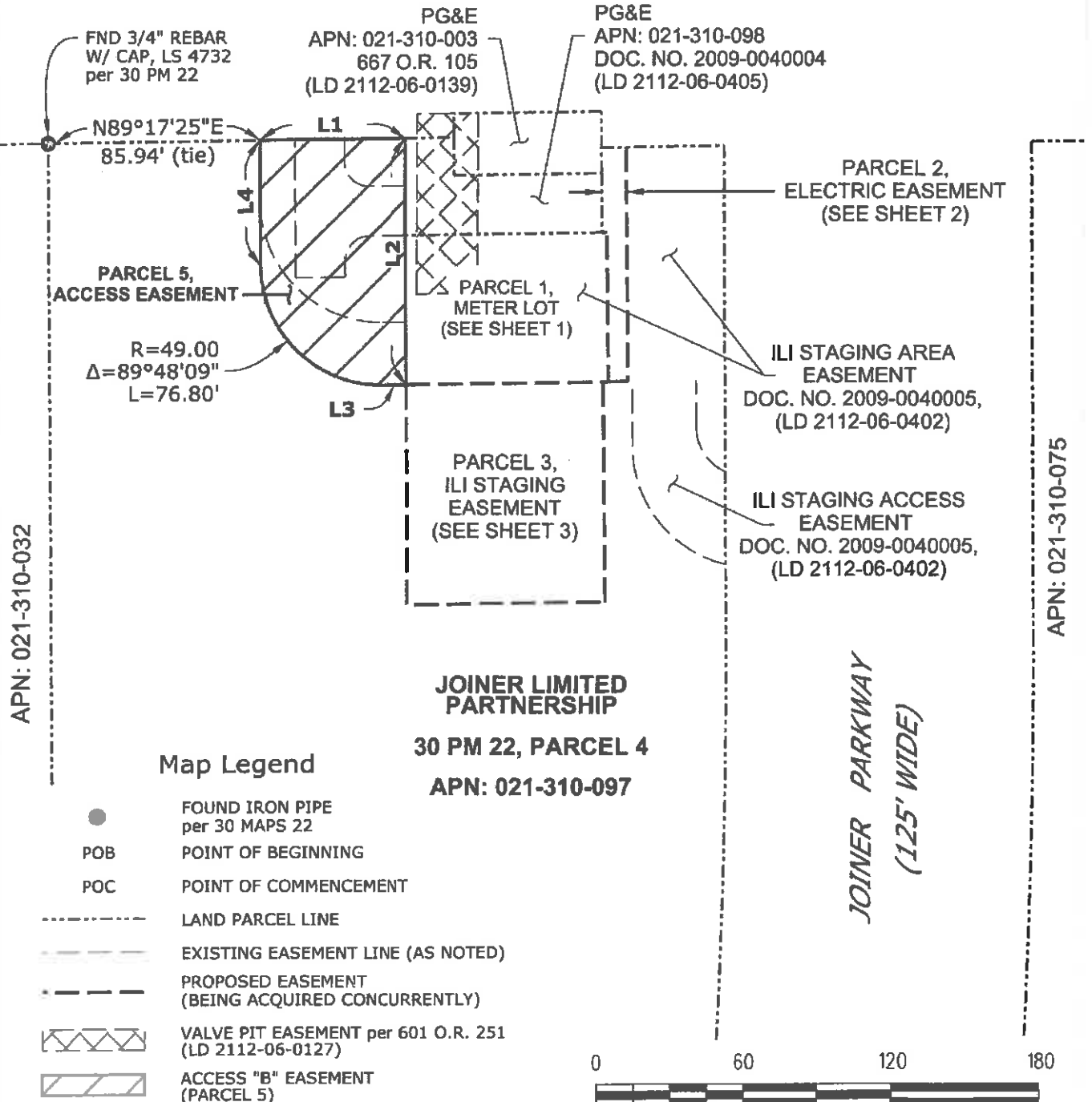
# Attachment 2

## Line Table

L1	S89°17'25"W	59.19'
L2	S00°30'42"E	99.97'
L3	S89°28'35"W	10.10'
L4	N00°42'35 "W	50.94'



**NICOLAUS ROAD**  
(WIDTH VARIES)



## Map Legend

- FOUND IRON PIPE per 30 MAPS 22
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- LAND PARCEL LINE
- - - EXISTING EASEMENT LINE (AS NOTED)
- - - PROPOSED EASEMENT (BEING ACQUIRED CONCURRENTLY)
- VALVE PIT EASEMENT per 601 O.R. 251 (LD 2112-06-0127)
- ACCESS "B" EASEMENT (PARCEL 5)

0 60 120 180

1 INCH = 60 FEET

**LD 2112-06-0452**  
AUTHORIZATION  
31137395

BY D. MACHADO  
DR D. MACHADO  
CH T. KELLY  
O.K. T. KELLY  
DATE 05/18/2017

**"EXHIBIT B-5"**  
ACCESS EASEMENT  
LANDS OF JOINER LIMITED  
PARTNERSHIP  
APN: 021-310-097

PACIFIC GAS AND ELECTRIC COMPANY



JCN	N/A
AREA	6
COUNTY	PLACER
SCALE	LINCOLN
SHEET NO.	5 OF 5
DRAWING NUMBER	L-10052
CHANGE	

Attachment 2

**EXHIBIT C**

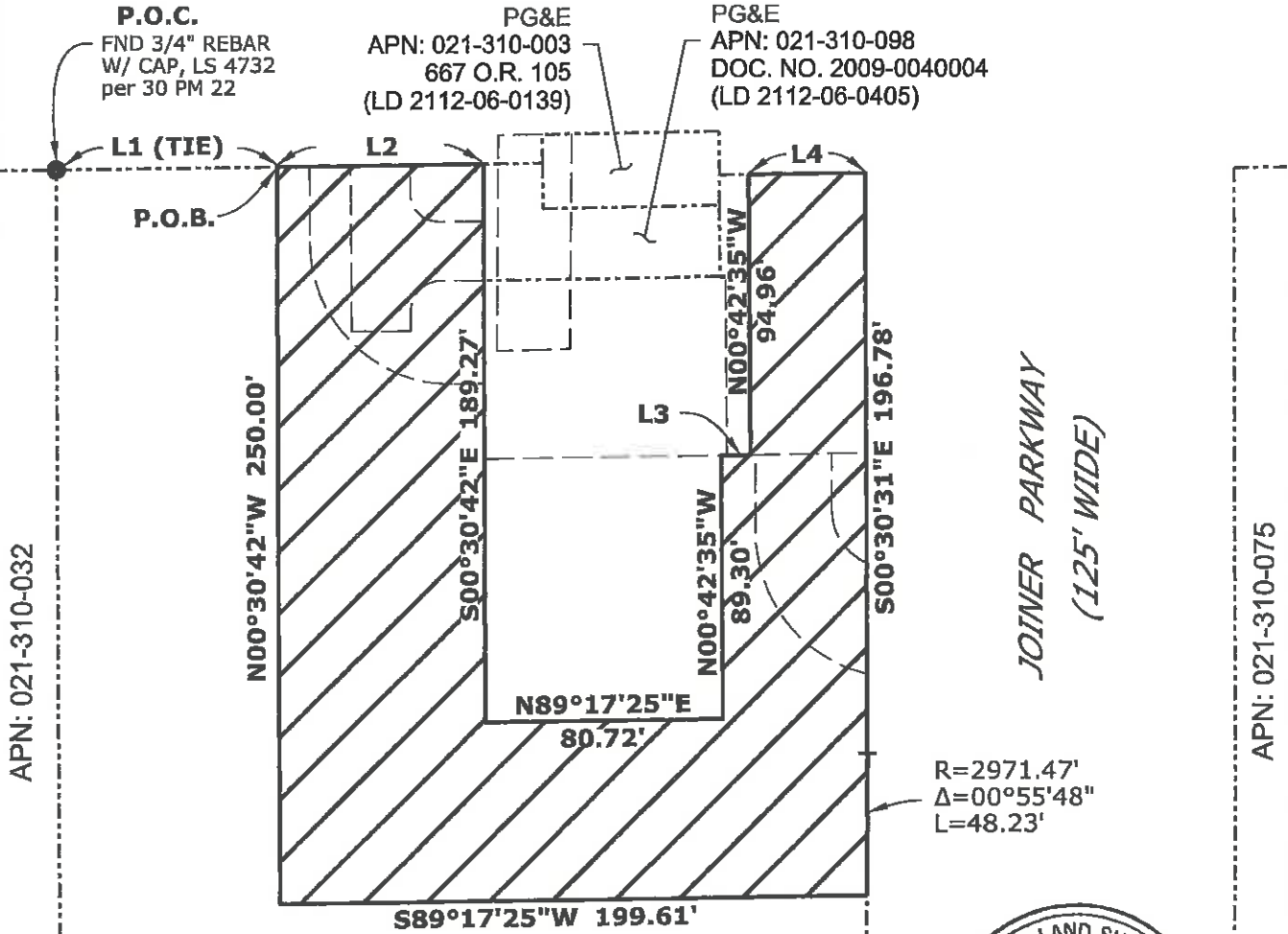
# Attachment 2



**NICOLAUS ROAD  
(WIDTH VARIES)**

## Line Table

L1	N89°17'25"E	75.06' (TIE)
L2	N89°17'25"E	70.08'
L3	N89°17'25"E	10.00'
L4	N89°17'25"E	39.84'



## Map Legend

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
-----	LAND PARCEL LINE
- - - - -	EXISTING EASEMENT LINE
	EASEMENT (T.C.E.)

0 60 120 180

1 INCH = 60 FEET



**AUTHORIZATION**  
**31137395**

BY M. CARTER  
DR M. CARTER  
CH T. KELLY  
O.K. T. KELLY  
DATE 01/19/2019

**"EXHIBIT C"**  
**EASEMENT (T.C.E.)**  
**LANDS OF JOINER LIMITED PARTNERSHIP**  
**APN: 021-310-097**

**PACIFIC GAS AND ELECTRIC COMPANY**



JCN	N/A
AREA	6
COUNTY	PLACER
SCALE	LINCOLN
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE

Attachment 2

**EXHIBIT C-1**

## Attachment 2

### **"EXHIBIT C-1"**

#### **LANDS**

PARCEL 4 as shown upon Parcel Map No. 2000-75, filed for record on June 20, 2000 in Book 30 of Parcel Maps at page 22, Placer County Records.

#### **EASEMENT (T.C.E.)**

A portion of said lands, lying in the County of Placer, State of California, more particularly described as follows:

**Commencing** at the northwest corner of said PARCEL 4, as shown on that certain Parcel Map No. 2000-75, filed for record June 20, 2000 in Book 30 of Parcel Maps at page 22, Placer County Records and running thence along the northerly boundary line of said PARCEL 4

(a) North 89°17'25" East, 75.06 feet  
to the **Point of Beginning**; thence continuing

(1) North 89°17'25" East, 70.08 feet  
to the northwest corner of the parcel of land described in the deed from Charles Jessie Joiner to Pacific Gas and Electric Company dated April 29, 2009 and filed for record as Document No. 2009-0040004, Placer County Records; thence

(2) South 00°30'42" East, 189.27 feet; thence

(3) North 89°17'25" East, 80.72 feet; thence

(4) North 00°42'35" West, 89.30 feet; thence

(5) North 89°17'25" East, 10.00 feet; thence

(6) North 00°42'35" West, 94.96 feet to the northerly boundary line of said lands; thence along said northerly boundary line

(7) North 89°17'25" East, 39.84 feet to the northwest corner of said lands, also being the westerly boundary line of Joiner Parkway (125' wide); thence along said westerly boundary line

(8) South 00°30'31" East, 196.78 feet; thence southerly on a curve to the right with a radius of 2971.47 feet, through a central angle of 00°55'48" and tangent at the northerly terminus hereof to South 00°30'31" East, with an arc distance of 76.80 feet; thence leaving said westerly boundary line

(9) South 89°17'25" East, 199.61 feet; thence

(10) North 00°30'42" West, 250.00 feet, more or less,  
to the **Point of Beginning**.

Containing 33,580 square feet of land.

The bearings used in the foregoing description are based on a survey made by the Grantee in March, 2017 and are based on the California Coordinate System (CCS83) Zone 2 and on global positioning system (GPS) observations.

Prepared by:  
Pacific Gas & Electric Company

*Mark E. Carter* 1/30/18  
APPROVED AS TO DESCRIPTION  
MARK E. CARTER, PLS 8128



Attachment 3

STEPHEN L. SCHIRLE (State Bar No. 96085)  
CESAR V. ALEGRIA, JR. (State Bar No. 145625)  
**PACIFIC GAS AND ELECTRIC COMPANY**  
77 Beale Street, B30A  
San Francisco, CA 94105  
Telephone: (415) 973-0360

**FILED**  
Superior Court of California  
County of Placer

JAN 31 2018

Jake Charters  
Executive Officer & Clerk  
By: M. Taylor, Deputy

Please Direct All Correspondence To:

CHRISTOPHER J. GONZALEZ (State Bar No. 227804)  
**CJG LEGAL**  
200 Pringle Ave, Suite 400  
Walnut Creek, CA 94596  
Telephone: (925) 464-2121  
[chris@cjglegal.com](mailto:chris@cjglegal.com)

Attorneys for Plaintiff  
**PACIFIC GAS AND ELECTRIC COMPANY**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF PLACER**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

Plaintiff,

v.

**JOINER LIMITED PARTNERSHIP; and  
DOES 1 through 50 inclusive,**

Defendants.

Case No. SCV 0040156

~~(PROPOSED)~~ ORDER ON STIPULATED  
EX PARTE APPLICATION FOR THE  
FILING OF A FIRST AMENDED  
COMPLAINT, AND FOR PREJUDGMENT  
POSSESSION OF PROPERTY  
(CCP § 1255.410)

APN: 021-310-097

Date: January 31, 2018

Time: 8:00 a.m.

Dept: 42

The Court, having received and reviewed the Complaint on file in this proceeding, and the stipulated ex parte application of the parties, it appears, and the Court determines that:

1. PG&E may file a first amended complaint. It shall do so within 5 court days of entry of this order. Joiner LP's existing Answer, filed on or about December 17, 2018, shall remain in effect as the responsive pleading to the amended complaint.

2. PG&E is entitled to acquire the Property described in the Complaint by eminent domain, and to take possession of the Property.



Attachment 3

1           3.       PG&E has deposited the amount of \$38,400 as probable just compensation to be  
2 awarded in this proceeding with the State Condemnation Deposits Fund. This amount is  
3 sufficient to satisfying the requirements of Code of Civil Procedure section 1255.010.

4           4.       There is an overriding need for PG&E to possess the Property prior to the issuance  
5 of final judgment in this matter, and PG&E will suffer a substantial hardship if the application for  
6 possession is denied or limited.

7           5.       The hardship PG&E will suffer if possession is denied or limited outweighs the  
8 hardship to Defendants or occupants that would be caused by granting the order for possession.

9           THEREFORE, IT IS HEREBY ORDERED pursuant to Code of Civil Procedure section  
10 1255.410 et seq., that PG&E is authorized and empowered to enter upon and take possession and  
11 use of the property rights described in the Complaint for those purposes set forth in the  
12 Complaint, and to remove therefrom any and all persons, obstacles, improvements or structures of  
13 every kind or nature situated thereon and to fully possess and use said property rights for the  
14 purposes set forth in the Complaint. PG&E shall serve this order within 2 court-days on  
15 Defendants. The order for possession shall become effective February 9, 2018.

16           The pending hearing on PG&E's motion for prejudgment possession, currently set for  
17 8:30 a.m., on February 1, 2018, in Department 43, is vacated as moot.

18  
19 Dated: 1/31/18

20  
21   
22 JUDGE OF THE SUPERIOR COURT  
23 Charles Wachob  
24  
25  
26  
27  
28